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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BHADRAVATI DIVISION.

Notification dated 29th November 1930.

It is hereby notified for general information that the exclusive right of collecting the Edge seeds and leaves in the State Forests, Plantations, Amrut Mahal Kavals, and Reserved Lands of the undermentioned Ranges pertaining to the jurisdiction of this Division up to the end of June 1931, will be resold by public auction by the undermentioned Officers, on the dates noted against them as detailed below:—

Name of Sub-Division	Name of Range	Date of sale	Place of sale	Officer conducting the sale
3. Lakkavalli	Lakkavalli ..	8th January 1931	Sandal Koti, Tarikere ..	Sub-Division Officer, Tarikere
	Tarikere ..			
	Thagadalayi ..			

1. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. Intending bidders must be in possession of certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate. The person who may be allowed to bid without such certificates must pay up full lease amount and cesses therein at once after the sale.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer, or the Conservator of Forests as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, pay up the one-fourth sale amount together, with the cesses on the entire sale inclusive of the initial deposit and shall further pay the balance of three-fourths of the sale amount within a week from the date of receipt of confirmation order. In default the deposits will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom. If the deficit be not paid, it will be recovered as a Revenue demand, interest at 9 per cent will be charged on all arrears of lease amount.

N.B.—This condition applies only to the contractors who produce solvency certificates.

7. If the sale is not confirmed, the amount will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions here undermentioned duly furnishing a security deposit equal to one-fourth sale amount if the total lease amount exceeds Rs. 100 in each case. In default, the acceptance of the bid will be revoked, the money already paid forfeited, and the right resold.

Further conditions to be entered in the agreement :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officer before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer or Sub-Division Officer, of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the Forests all produce collected or sold under the terms of the lease before the close of the official year, each consignment should cover with a pass obtained from the Range Officer.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in the contract.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

Notification dated 29th November 1930.

It is hereby notified for general information that the exclusive right of collecting Thapre Leaves on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations, from the date of confirmation to the end of June 1933 for three years will be resold talukwar at the place noted below by the undermentioned Officer on the date noted against it:—

Name of taluk	Place of sale	Date of sale	Officer conducting the sale
Tarikere	Sandal Koti, Tarikere ..	8th January 1931 ..	Sub-Assistant Conservator of Forests, Lakkavalli Circle.

N.B.—(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers.

(*b*) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as Village Forests.

1. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such a certificate.

9. The balance of half of sale amount will be paid in two equal instalments as follows :—

First khist on or before 1st March 1931.
Second do 1st July 1931.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or, sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forest, Shimoga, or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit in part, or in full, the difference will be made good immediately by the contractor, or, the lease will be cancelled and resold at the risk of the original purchaser, who is liable for any loss which will become recoverable as an arrear of land revenue and not entitled to any profits.